

ANALYST CHECKLIST

HEALTH CARE SERVICE CONTRACTORS (HCSC)

Carrier: _____
 Contract Form Number: _____
 Date(s) of Review: _____

Prior Contract: _____
 Reel _____ Frame _____
 Prior Effective Date: _____

GENERAL REVIEW REQUIREMENTS

Authority to Review Contract – RCW 48.44.070

Topic	Subtopic	Reference	Specific Issue	Complies Y N		
Chemical Dependency	Benefit Requirement	WAC 284-53 T2000-04	1. \$12,500 Minimum benefit in any 24 Consecutive Months. This includes both treatment and supporting services. The minimum limit must be adjusted as required by the WAC (ie \$500 dollars each year from 2006-2009). The consecutive 24 months begins with the contract start date, not first treatment date. 2. Benefit can not contain lifetime limit.			Contract Pg _____ Comments: _____ COC Pg _____
	Detoxification Services	RCW 48.43.093 WAC 284-53	1. Detox services are covered under the Emergency statute RCW 48.43.093. Detox costs do not count toward dollar limits, if not currently under chemical dependency treatment. Pre-notification for detox is not reasonable. 2. Pre-notification for non-detox services allowed if applied consistently as with other chronic illnesses.			Contract Pg _____ Comments: _____ COC Pg _____
	Definitions	RCW 48.44.245	1. Does the certificate define Chemical Dependency? 2. Definition must use chronic illness language. 3. Dependency based on substances controlled by 69.50RCW? 4. Changes "approved treatment facility" language to "approved treatment program" under RCW 70.96A.020. Detox treatment may be performed at any hospital licensed according to 70.41 RCW.			Contract Pg _____ Comments: _____ COC Pg _____
	General Services	RCW 48.44.240 WAC 284-53	1. Does the contract provide Chemical Dependency Benefits? 2. Extends coverage to all enrollees, not just the insured. 3. POS cost-sharing provisions may be incorporated. Restrictive contractual provisions not permitted if pertinent to chemical dependency treatment. 4. Carriers may limit coverage to specific facilities, but must contain an adequate network per WAC 284-43-200			Contract Pg _____ Comments: _____ COC Pg _____

CFR – Code of the Federal Register
 EEOC – U.S. Equal Employment Opportunity Commission
 HIPAA - Health Insurance Portability and Accountability Act of 1996
 PHS - Public Health Service Act
 RCW - Revised Code of Washington
 TAA - Technical Assistance Advisories issued by OIC (example T2000-01)
 WAC - Washington Administrative Code

Revised October 13, 2005

Compliance Requirements		WAC 284-43-125	Has carrier complied with all Washington State and Federal Laws?			Contract Pg _____ Comments:
Conscience Clause <i>Managed Care Mandate</i>		RCW 48.43.065	Does the contractual language allow for the free exercise of conscience or religion? 1. Has the Carrier filed their policy which complies with RCW 2. Any party to the contract may refuse to perform, cover, or receive specific services for reasons of conscience or religion			Contract Pg _____ Comments: COC Pg _____
Contents of Filing		RCW 48.44.040 WAC 284-43-920 WAC 284-43-925	Does the filing include all forms/rates required for the product offered? 1. Contract 2. Certificate of Coverage 3. Enrollment Form 4. Group Master Application (if group product) 5. Association or Trust Paperwork (if trust, association, or MET, etc.) 6. Rates			Contract Pg _____ Comments:
Conducting Business In Licensed Name		RCW 48.05.190 RCW 48.44.015 RCW 48.44.016 T-2000-06	Does carrier conduct business in its own name and not that of a subsidiary or affiliated companies? 1. Willfully conducting business under a different name than licensed violates RCW 48.44.015(1) and is considered a class B felony punishable under chapter 9A.20 RCW. 2. Is liability transferred from one carrier to another?			Contract Pg _____ Comments: COC Pg _____
Continuation of Care During Enrollee Absence	<i>Federal Medical Leave Act</i>	FMLA	If the contract is being offered to Group of 50+ does it contain proper notification to the enrollee regarding medical coverage status during a period of leave under FMLA?			Contract Pg _____ Comments: COC Pg _____
	<i>Labor Dispute</i>	RCW 48.44.250	Does the brochure inform, and are the contract and brochure consistent with labor dispute continuation provisions? 1. Six month continuation period required for employee to directly pay premiums 2. Applies whether employer pays all or part of premium 3. All three actions – strike, lockout, other labor dispute – must appear in description of provision 4. After six months, employees must be given an opportunity to purchase an individual contract			Contract Pg _____ Comments: COC Pg _____
Continuation Options Upon Termination	<i>Consolidated Omnibus Budget Reconciliation Act</i>	COBRA	If the contract is being offered to Groups of 20+ does it contain continuation of coverage language in compliance with federal law?			Contract Pg _____ Comments: COC Pg _____
	<i>Continuation of Coverage</i>	RCW 48.44.360	A continuation option must be offered to the employer: 1. Offer to extend coverage for an agreed upon time period and rate paid to employer 2. After continuation is exhausted the person can purchase a conversion			Contract Pg _____ Comments:

	Mandated Group Offering		plan			COC Pg _____
	Conversion Offered	RCW 48.43.025 RCW 48.44.230 RCW 48.44.370 RCW 48.44.380 WAC 284-52	<ol style="list-style-type: none"> 1. All contracts must provide notice of the right to convert to a conversion contract upon termination from the group contract. 2. Does the HCSC have on file and approved at least three conversion contracts with the OIC? 3. Does the conversion option provide continuous coverage, without a lapse? 4. Does the contract reflect that in the event an employee is denied a conversion contract due to misconduct, his or her spouse and dependents must be offered a conversion contract? 5. Does the conversion contract contain a pre-ex limitation, which imposes a limit beyond the original contract limit? 6. Does the conversion contract apply prior benefit charges against the lifetime conversion benefit? 7. Does the conversion contract provide that any deductible will be determined on a calendar year basis? 8. Does the conversion contract provide for a 3-month deductible carryover? 9. Does the conversion contract allow for premium payment on a monthly basis? 10. Do the contract exclusions conform to the WAC 11. Does the contract contain medical or hospital exclusions not commonly used by the particular carrier in other group contracts? 12. Does the conversion contract provide that its benefits will be excess to any automobile, such as UIM, coverage? 13. Is there a notice on the face page of the contract, advising the subscriber that he/she may review and return the contract within 10 days of receipt, if not completely satisfied? <ol style="list-style-type: none"> a. A 10% percent penalty shall be paid if monies are not refunded within 30 days 			Contract Pg _____ Comments: COC Pg _____
	Conversion Statement	CMS Ins Standards Bulletin 01-01	If this is a group contract, does it contain a statement that says, If you accept conversion coverage at the end of coverage under this group health plan you will not qualify as a HIPAA eligible individual.			Contract Pg _____ Comments: COC Pg _____
Contract Examination and Standards	Examination/ Disapproval	RCW 48.44.020	Review for any inconsistent, ambiguous or misleading clauses, or exceptions and conditions, which unreasonably or deceptively affect the risk, purported to be assumed in the general coverage of the contract. <ol style="list-style-type: none"> 1. Must contain clear, definitive, WA state specific language for all: 			Contract Pg _____ Comments:

		<ul style="list-style-type: none"> a. terms, benefits, and conditions b. Must avoid unreasonable restrictions on treatment or services c. Must have a reasonable premium or benefit level assumed in relation to the benefits provided by the contract. 			COC Pg _____
	<i>Exclusions, reduction and limitations</i>	WAC 284-43-820	Does the contract or certificate of coverage contain a listing of exclusions, reductions, and limitations to covered benefits?		Contract Pg _____ Comments: COC Pg _____
	<i>Required Format</i>	WAC 284-44-030	<ol style="list-style-type: none"> 1. The style, arrangement, and over-all appearance of the contract shall give no undue prominence to any portion of the text <ul style="list-style-type: none"> a. The type must be of a general style b. The point size shall be uniform, of acceptable point size c. The "text" shall include all printed matter except those specific items stated 2. The exclusions, reductions, and limitations shall either be included with the benefit provisions, or under an appropriate caption <ul style="list-style-type: none"> a. An exclusion, reduction, or limitation which applies to a particular benefit shall be Included with the applicable benefit provision. 3. A form number in the lower left-hand corner of the page shall identify each form including riders & endorsements. 4. The contract shall contain no provision purporting to make any portion of the HCSC charter, rules, bylaws, etc. a part of the contract that would limit its terms; unless attached to, or set forth in full in, the contract. 		Contract Pg _____ Comments: COC Pg _____
	<i>Required Standards</i>	WAC 284-44-040	<ol style="list-style-type: none"> 1. The contract cannot unreasonably limit benefits to a specified period of time. 2. A contract must provide that reasonable benefits will be restored upon each renewal of the contract or upon a calendar year basis 3. The contract cannot unreasonably restrict or delay the payment of benefits. Delays are not justified because the expenses incurred, or the services received, resulted from an act or omission of a third party. Delays are not justified because the expenses incurred, or the services received, resulted from an act or omission of a third party. 4. Is there a grace period of not less than 10 days following the due date for the payment of the subscriber's dues, fees or premium? 5. The contract may not contain any provision that gives the contractor, agent, employee, or designee the authority to make a decision relative to the contract or its coverage that is final and binding on the subscriber. A subscriber shall not be denied the right to have the controversy settled by legal or arbitration proceedings. 6. The contract may not require a "monthly treatment order." 		Contract Pg _____ Comments: COC Pg _____

Coordination of Benefits	General	RCW 48.21.200 WAC 284-51	If the contract contains COB provisions, it shall be consistent with and no less favorable than the requirements of the WAC.			Contract Pg _____ Comments:
	Plan Defined	WAC 284-51-040	1. Health contracts that provide for coordination of benefits are required to contain a provision stating what benefits from the contract and other sources are to be recognized under the coordination provision. 2. Each such source shall be defined as a "Plan".			COC Pg _____ Contract Pg _____ Comments:
	Allowable Expense	WAC 284-51-050	1. Every group contract that provides for coordination of benefits to include the following definition: a. "Allowable Expense" means (the usual, customary and reasonable) charge for any necessary health care service or supply when the service or supply is covered at least in part under any of the plans involved. When a plan provides benefits in the form of services or supplies rather than cash payments, the reasonable cash value of each service rendered or supply provided shall be considered an allowable expense. 2. When COB is restricted in its use to specific benefits in a contract, (for example, major medical benefits or dental benefits), the definition of "Allowable Expense" must include the corresponding services and supplies to which COB applies. 3. Adjudicative practices are not required to be included in the contract form, however, the contract form cannot include language that conflicts the requirements of the rule.			Contract Pg _____ Comments: COC Pg _____
	Benefit Reduction	WAC 284-51-185	A group contract which provides for coordination of benefits shall contain a provision entitled "Effect on Benefits" stating the manner in which benefits are reduced by coordination			Contract Pg _____ Comments: COC Pg _____
	Disclosure of Coordination	WAC 284-51-150	Each certificate of coverage under a contract that provides for COB must contain at least in summary form, a description of the COB provision.			Contract Pg _____ Comments: COC Pg _____
	Order of Benefit Determination	WAC 284-51-075	1. The order of benefits for the plan(s) that cover a person as a dependent is clearly described. 2. When a claim under a plan with a coordination of benefits provision involves another plan which also has a coordination of benefits provision, the following rules will be applied by the insurers involved to decide the order in which the benefits payable under the respective plans will be determined. But in no event may the secondary carrier pay less (or provide "fewer benefits") than the amount specified in the COB statute and regulation. a. The secondary carrier must pay for services that are covered under either the primary or secondary contract. This means that the secondary carrier will sometimes be required to pay for a service that is not covered or excluded under its own contract. b. The benefits of a Plan that covers the person on whose expenses claim is based other than as a dependent are determined before the			Contract Pg _____ Comments: COC Pg _____

			benefits of a Plan which covers such person as a dependent.			
	<i>Required Provision for COB</i>	RCW 48.21.200 WAC 284-51-015	<ol style="list-style-type: none"> 1. No health care plan providing hospital, medical or surgical expenses may reduce or refuse to pay such benefits otherwise payable there under solely on account of the existence of similar benefits. 2. A carrier may not administer COB in a way that reduces total benefits payable below an amount equal to 100% of total allowable expenses. 			Contract Pg _____ Comments: COC Pg _____
	<i>Right to Receive and Release Necessary Information</i>	WAC 284-51-140	A Plan that provides for COB may contain: <ol style="list-style-type: none"> 1. For the purpose of determining and implementing this provision in any Plan, the insurer may, with such consent of the insured person, release to or obtain from any other insurer, organization or person any information, with respect to any person, which the insured considers necessary for such purpose. 2. Any person claiming benefits under this Plan shall furnish to the insured the information necessary for such purpose. 			Contract Pg _____ Comments: COC Pg _____
	<i>Time Limit</i>	WAC 284-51-100	No insurer shall unreasonably delay payment of a claim by reason of the application of a COB provision. Any time limit in excess of 30 days is unreasonable.			Contract Pg _____ Comments: COC Pg _____
Dependent Enrollment Requirements	<i>21 Day Newborn Coverage</i>	RCW 48.43.115 ERIN Act	<ol style="list-style-type: none"> 1. Coverage for newborn must be no less than mother's coverage for no less than three weeks, regardless of admission frequency 2. Written notification of the provisions is required to all certificate/policy holders 			Contract Pg _____
	<i>Managed Care Mandate</i>					Comments: COC Pg _____
	<i>Disabled Child over Age Limit</i>	RCW 48.44.200 RCW 48.44.210	Does the certificate continue coverage for a child beyond the limiting age when: <ol style="list-style-type: none"> 1. Child is incapable of employment and chiefly dependent for support 2. Proof is provided within 31 days of attaining limits and NO more frequently than annually after first 2 years of attainment 			Contract Pg _____
	<i>Benefit Mandate</i>					Comments: COC Pg _____
	<i>Newborn & Adoptive Children Enrollment</i>	RCW 48.01.180 RCW 48.01.235 RCW 48.44.212 RCW 48.44.420 HIPAA	<ol style="list-style-type: none"> 1. Are the coverage requirements of newborn & adoptive children met? <ol style="list-style-type: none"> a. Carriers cannot limit application period to 60 days unless additional premium is required b. There shall be no waiting period for initial coverage or any service c. Carriers cannot deny enrollment to newborn because other dependents not Enrolled 2. Does the contract meet the requirements with respect to eligibility and enrollment of children who are physically placed with the subscriber for the purposes of adoption and for whom the subscriber has assumed 			Contract Pg _____ Comments: COC Pg _____

			financial responsibility for medical expenses? a. Coverage must be on same basis as other dependents b. Coverage begins when subscriber assumes responsibility, not physical placement in the home c. 60 notification period to carrier enforceable only when additional premium required 3. Carriers can not place unreasonable requirements on the enrollment of a dependent child, including: a. Requiring the child to be IRS dependent b. Requiring proof of Paternity c. Denying dependent coverage because child does not live or physically reside with parent. d. Denying dependent coverage because the child was born out of wedlock.			COC Pg _____
	Pre-Existing Condition	PHSA 2701(d)(1)&(2) 45 CFR 148.120(f)(2)	Under group market rules, exclusions cannot be applied at all to a child who was covered by creditable coverage no later than 30 days after birth or after being adopted or placed for adoption. Note: State law requires 60 days.			Contract Pg _____ COC Pg _____
Diabetes		RCW 48.44.315	Does the contract provide benefits for all subscriber diagnosed "Insulin using", "Non-insulin using", and "elevated blood glucose using" (i.e. <i>Pregnancy Induced</i>): <i>If Contract does not provide Rx Benefits then:</i> 1. Self-management training & education when ordered by a M.D. <i>If Contract provides Rx Benefits, then:</i> 1. Self-management training & education when ordered by a M.D. and; Appropriate and medically necessary equipment and supplies			Contract Pg _____ Comments COC Pg _____
	DME	RCW 48.44.315(2)	Does the carrier provide appropriate and medically necessary equipment and supplies, which include: 1. Insulin Pumps and accessories to the pumps 2. Blood glucose monitors 3. Test strips for blood glucose monitors 4. Visual reading and urine test strips, 5. Insulin 6. Syringes 7. Insulin Infusion devices 8. Prescriptive oral agents for controlling blood sugar levels 9. Foot care appliances for prevention of complications associated with diabetes 10. Glucagon Emergency Kits			Contract Pg _____ Comments COC Pg _____
Benefit Mandate						
Disclosure Statements	Confidentiality	RCW 48.43.505 WAC 284-43-820 P.L.102-106 sect. 501(b) & 505(b)(2)	Does the contract or certificate of coverage contain a statement of the carrier's policies for protecting the confidentiality of health information?			Contract Pg _____ Comments COC Pg _____
	Written Information	RCW 48.43.510 WAC 284-43-820	Does the contract or certificate of coverage contain a statement on how to request written information regarding any health care plan it offers?			Contract Pg _____ COC Pg _____
Durable Medical Equipment		RCW 48.44.315(2) Women's Health & Cancer Rights Act of 1998	Does the contract or certificate define equitable Durable Medical Equipment Benefits in the following situations? 1. Durable medical equipment for diabetes when pharmacy benefits are offered?			Contract Pg _____ Comments:

		RCW 70.126.020 WAC 284-43-822	2. Prostheses after mastectomy 3. Involved in Home Health and Hospice care when alternative to hospitalization. 4. Contraceptive devices when pharmacy benefits are offered.			COC Pg _____
Emergency Treatment		RCW 48.43.005 RCW 48.43.093 RCW 48.44.305 WAC 284-43-130 WAC 284-44-040	Does the contract & coc comply with emergency treatment requirements? 1. Emergency out-of-network coverage must be consistent with scope of regular contract benefits 2. Emergency care definitions and provisions must be consistent with the law including incorporation of "prudent layperson" language 3. Carrier can not make sole determination of "Emergency " situations 4. Carrier shall not require prior authorization 5. Participating vs. Non-Participating cost sharing can be no greater than \$50 differential 6. Policy cannot exclude emergency services due to intoxication or under influence.			Contract Pg _____ Comments:
						COC Pg _____
Every Category of Provider		RCW 48.43.045 RCW 48.43.005(4) RCW 48.43.515 RCW 48.44.225 RCW 48.44.290 RCW 48.44.300 RCW 48.44.310 WAC 284-43-205 WAC 284-43-251 WAC 284-44-045	Contracts must incorporate "every category of provider" language. 1. Every category of provider must be permitted, if treatment within the scope of licensure 2. Providers can be required to conform with carrier standards for cost-containment 3. Carriers may exclude specific treatments for stated conditions by specific provider types, if they show the treatment is not cost-effective or efficacious. 4. Reasonable limits may be placed on individual services, but not on provider type 5. Carrier can not impose composite annual dollar amount 6. Are the services of a Podiatrist and RN covered on the same basis as services of a MD? 7. Has the carrier offered chiropractic coverage on the same basis as other care? 8. Does the contract or certificate of coverage provide direct access to a participating chiropractor without the necessity of prior referral? Managed care cost and containment techniques may be utilized.			Contract Pg _____ Comments:
						COC Pg _____
	<i>Denturist If Dental covered</i>	RCW 48.44.500	For contracts offering dental coverage, Denturist must be able to provide services within the scope of their license.			Contract Pg _____ COC Pg _____
General Anesthesia <i>Mandated Group Offering</i>		RCW 48.43.185	1. Group Health Plans must offer medically necessary dental anesthesia coverage in a hospital or ambulatory surgery center if: a. The patient is under age 7, developmentally delayed, or has other medical conditions & approved by patient's physician 2. Group Health plans that cover dental services and Group Dental Plans must cover medically necessary dental anesthesia performed in a dental office for children under age 7 and developmentally delayed person.			Contract Pg _____ Comments:
						COC Pg _____

Grievance Procedures	General	RCW 48.43.530 WAC 284-43-615 WAC 284-44-040 WAC 284-43-620 WAC 284-43-630 29 CFR 2560 Godfrey v. Hartford Casualty	<ol style="list-style-type: none"> Does the contract or certificate of coverage provide a clear explanation of the grievance and appeals process for the resolution of adverse determinations? Does the contract or certificate comply with the 180-day timeframe to ask for an appeal in accordance with ERISA? A contract must comply with mandated grievance procedure language, and cannot include a provision, which denies the subscriber the right to have a controversy determined by legal proceedings. <ol style="list-style-type: none"> A carrier may not impose any costs on a claimant as a condition for filing or appealing a claim. Carrier must adopt and implement a process for resolution of grievances and appeals of adverse determinations. The process shall consider NCQA standards as well as conform to the provisions of WAC 284-43. The carrier shall: <ol style="list-style-type: none"> Provide an explanation of the process upon request, enrollment and annually to covered persons and subcontractors Register and respond to written and oral complaints and appeals Send notification acknowledging receipt of complaints and appeals Consider all information submitted Investigate and resolve all complaints and appeals Develop and maintain a tracking mechanism Not require an enrollee file a compliant prior to seeking an appeal of a decision Handle all requests to reconsider as an appeal if it was a resolution of a complaint made by an enrollee 			Contract Pg _____ Comments: COC Pg _____
	Adverse Determination and IRO	RCW 48.43.530 RCW 48.43.535 WAC 284-44-040 WAC 284-43-620 WAC 284-43-630	<p>Appeal of Adverse Determination</p> <ol style="list-style-type: none"> An enrollee or their representative may appeal an adverse determination. The carrier must: <ol style="list-style-type: none"> Reconsider the adverse determination and notify the covered person of its decision within 14 days of receipt, unless notification to the covered person that an extension is necessary, but cannot delay decision beyond 30 days of request without the informed, written consent of the covered person If delay would jeopardize the covered person's life or health, the carrier shall expedite the process either a written or an oral appeal and issue a decision within 72 hours of receipt Appeals shall be evaluated by health care providers who were not involved in the initial decision and who have expertise in the field encompassing the condition or disease Carrier shall issue notification of the adverse determination including the reasons, and instructions of obtaining an appeal ERISA allows 2nd level of appeal. Are timeframes acceptable under federal law? Must allow timeframe to obtain second opinion. 			Contract Pg _____ Comments: COC Pg _____

			Independent Review Organization <ol style="list-style-type: none"> 1. A covered person may seek review by an IRO after exhausting the carrier's grievance process and receiving an unfavorable decision, or after the carrier has exceeded the timelines. A carrier may establish a process to bypass the grievance and allow the direct appeal to an IRO 2. A carrier must provide information to the IRO within 3 business days 3. When an enrollee requests an independent review the carrier must continue to provide the health service if requested by the enrollee until a determination is made under this section. If the determination affirms the carrier's decision, the enrollee may be responsible for the cost of the continued health service. 4. A carrier must implement the IRO determination promptly and pay the IRO's charges. 			Contract Pg _____ Comments:
						COC Pg _____
	Definitions	RCW 48.43.530 WAC 284-43-130	<p>"Grievance" is a written or an oral complaint submitted by or on behalf of a covered person regarding: (a) Denial of health care services or payment for health care services (b) Issues other than health care services or payment for health care services including dissatisfaction with health care services, delays in obtaining health care services, conflicts with carrier staff or providers; and dissatisfaction with carrier practices or actions unrelated to health care services.</p> <p>"Adverse determination and non-certification" is a decision by a health carrier to deny, modify, reduce, or terminate payment, coverage, authorization, or provision of health care services or benefits including the admission to or continued stay in a facility.</p>			Contract Pg _____ Comments:
						COC Pg _____
	Experimental and Investigative	WAC 284-44-043 WAC 284-43-620	<p>If the contract includes exclusion, reduction or limitation for services that are experimental or investigative, are all requirements met?</p> <ol style="list-style-type: none"> 1. The definitions of E&I treatment must be included in the CofC 2. A denial due to E&I must be done in writing within 20 working days of receipt of a fully documented request. Extension of the review period beyond this period may only be done with the informed written consent of the individual 3. Whenever an adverse determination would jeopardize the covered person's life or materially jeopardize the covered person's health, the carrier shall expedite and process whether a written or an oral appeal and issue a decision no later than 72 hours after receipt of the appeal. 			Contract Pg _____ Comments:
						COC Pg _____
	Review and Appeal of Adverse Determination	RCW 48.43.530(5) WAC 284-43-620	Does the contract or certificate of coverage describe an expedited process requiring a decision no later than 72 hours after receipt of an appeal when an adverse decision would jeopardize a person's life or health including the ability to regain maximum function?			Contract Pg _____ Comments:
						COC Pg _____

Group Certificates		WAC 284-44-030 WAC 284-44-050 WAC 284-49-100 <i>Fittro v. Lincoln Natl</i>	Group certificates, also known as Explanation of Benefits or Certificate of Coverage, must be furnished to each member of a group under a health contract and contain the essential features of the health benefit plan. 1. If there is a conflict in language between the contract and certificate the certificate governs.			Contract Pg _____ Comments: COC Pg _____
Group Enrollment Requirements	Genetic Exclusion	PHSA 2701(b)(1)(B)	Under group market rules exclusions cannot be applied because there is genetic information suggesting a particular condition. This contract may not contain a pre-existing exclusion for genetic information.			Contract Pg _____ Comments: COC Pg _____
	Non-confinement Clause	CMS Ins Standards Bulletin 00-01	A carrier may not use any health condition to delay the enrollment of an "eligible individual" or eligible persons under group market rules who is otherwise eligible for coverage. Policies may not delay coverage for persons who are confined to a hospital.			Contract Pg _____ Comments: COC Pg _____
	Portability	RCW 48.43.015	All medical contracts must conform to all portability standards. 1. Large groups (51+) have a three months pre-existing waiting period. Creditable coverage must meet HIPAA definition for the first 63 day period, from 64 to 90 days "similar" coverage is defined by state law. 2. Small Groups (50-) have a nine months pre-existing waiting period. Creditable coverage must meet HIPAA definition for the first 63 day period, from 64 to 90 days "similar" coverage is defined by state law			Contract Pg _____ Comments: COC Pg _____
	Pre-existing Condition	RCW 48.43.025 RCW 48.43.012	All medical contracts must conform to all pre-ex standards. 1. Large groups (51+) have a maximum waiting period of 3 months. 2. Small groups (50-) and individual plans have a maximum waiting period of 9 months. 3. Group plans must conform to the HIPAA definition of Pre-existing condition (Medical advice, diagnosis, care or treatment recommended or received during 6-month look back) Individual plans may require additional language of for which a prudent layperson would have sought advice or treatment. "Eligible individuals" under HIPAA have no pre-ex. 4. A carrier may not develop a separate rate classification based upon pre-ex conditions.			Contract Pg _____ Comments: COC Pg _____
	Pre-existing Exclusion	PHSA 2701(a)	Does this contract limit all pre-existing conditions to 12 months or less? A contract may not contain language that extends pre-existing condition exclusions to a period exceeding 12 months.			Contract Pg _____ Comments: COC Pg _____

	<i>Special Enrollment Periods</i>	PHSA 2701(f)	For group contracts, does the certificate of coverage explain what events trigger a special enrollment period? A special enrollment period can occur if a person with other health coverage loses that coverage or if a person becomes a new dependent through marriage, birth, adoption or placement for adoption, or a current plan's lifetime maximum benefits has been met. If a triggering event is a birth, adoption or placement for adoption, the child, the employee, and the employee's spouse are entitled to special enrollment, either individually or in any combination.			Contract Pg _____ Comments: COC Pg _____
Group Master and Enrollment Application	<i>Certificate of Creditable Coverage</i>	PHSA 2701(e) 45 CFR 148.124	Does the enrollment application ask for prior creditable coverage information or state that the following information can be used to prove prior coverage? 1. Pay stubs that reflect a premium deduction; 2. Explanation of benefit forms; 3. A benefit termination notice from Medicare or Medicaid; and 4. Verification by a doctor or your former health care benefits provider that you had prior health coverage. 5. Certificate of Creditable Coverage			Contract Pg _____ Comments: COC Pg _____ App _____
	<i>Creditable Coverage</i>	PHSA 2701(c) 45 CFR 146.113	Does the application, certificate, or contract include a description of types of creditable coverage: 1. A group health plan (includes Cobra) 2. Health insurance coverage (includes individual coverage, college or school insurance, short-term limited duration insurance) 3. Medicare Part A or Part B 4. Medicaid, 5. Indian Health Service or tribal organization medical program 6. A State health benefits risk pool 7. TRICARE (military health care program for dependents & retirees) 8. Federal Employees Health Benefit Plan 9. A public health plan 10. A health plan under the Peace Corps Act 11. SCHIP			Contract Pg _____ Comments: COC Pg _____ App _____
	<i>Mandatory Offerings</i>	RCW 48.44.460 RCW 48.44.340	Does the Group Master Application offer to groups the following benefits for purchase: 1. TMJ services of at least one option containing \$1000/\$5000 limitation 2. Mental Health Services			Contract Pg _____ Comments: COC Pg _____
Guaranteed Renewability		RCW 48.43.035 WAC 284-43-720 WAC 284-43-730 Regence BlueShield v. State of Washington	All medical contracts must conform to Guaranteed Issue & Continuity of Coverage requirements 1. Carrier may not terminate enrollee due to failure of Provider-Patient ability to establish care relationship. 2. Enrollee may not be terminated for reasons other than those stipulated by law without benefit of Grievance Procedure protections. 3. Association member groups must be allowed to purchase all association benefit health plans offered by the association. Smaller sized association member groups cannot be treated differently.			Contract Pg _____ Comments: COC Pg _____
Home & Hospice Coverage <i>Mandated Group Offering</i>	<i>Alternative to Inpatient Care</i> <i>Benefit Mandate</i>	WAC 284-44-500	Does the contract or certificate: 1. Allow home health care in lieu of hospitalization with consent of enrollee 2. Provide care in the most appropriate and cost-effective setting			Contract Pg _____ Comments COC Pg _____

	DME	RCW 70.126.020	1. Does the contract or certificate include those services and supplies required by a Home Health Agency/Hospice? 2. Carrier may not impose additional cost restrictions which require enrollee to pay for equipment or rental of equipment.			Contract Pg _____ Comments
	Home Health	RCW 48.44.320	1. Minimum of 130 visits for home healthcare, not to include non-care based visits 2. May require written treatment plan approved by physician			COC Pg _____
	Hospice Care	RCW 48.44.320	Minimum of six months with an option for an additional six months			Contract Pg _____ COC Pg _____
	Long-Term Care	RCW 48.43.125	Does Contract or Certificate cover care at long-term care facilities as an alternative to Inpatient Care? Primary care physician can determine medical necessity.			Contract Pg _____ COC Pg _____
Mammogram <i>Mandated Benefit</i>		RCW 48.44.325 WAC 284-44-046	Does the contract provide benefits for screening and diagnostic mammography services when referred by a member's M.D., ARNP, or Physician's Assistant?			Contract Pg _____ Comments COC Pg _____
Maternity Benefits	Congenital Anomalies (Prenatal Testing)	RCW 48.44.344 WAC 246-680-020	The plan must cover prenatal testing for congenital disorders if it covers maternity 1. Carrier must determine medical necessity using the standards as set forth by the Board of Health 2. Carrier may determine medical necessity on case by case basis if partner is carrier of genetic disease. 3. Carrier may not impose restrictions which limit review for services to medical director determination only			Contract Pg _____ Comments COC Pg _____
	Mandated Group Offering					
	Direct Access to Services	WAC 284-43-250	Does the contract impose notification or prior authorization for receiving women's health care services unfairly: 1. Carrier may not impose a limitation on maternity services that would require all child birth to occur in a hospital 2. Carrier may not impose requirement which requires a physician to conduct a delivery 3. Carrier must cover medically necessary supplies of a home birth			Contract Pg _____ Comments COC Pg _____
	Length of Stay	RCW 48.43.115 ERIN Act PSHA 2704	Does the contract allow the health care provider <i>in consultation</i> with the mother to make decisions regarding care and length of stay in a hospital? 1. If length of stay guideline is stated must be no less than: 48-hour normal birth/96 caesarian section birth. 2. The contract can not restrict follow-up care when ordered by the attending provider <i>in consultation</i> with the mother 3. The Carrier must provide notice to policyholders regarding this coverage yearly by January 1 st .			Contract Pg _____ Comments COC Pg _____
	Managed Care Mandate					
	Pregnancy	RCW 48.43.025 PHSA 2701(d)(3)	For group contracts there can be no pre-existing condition exclusion for pregnancy, no matter when pregnancy began and whether medical advice, diagnosis, care or treatment was recommended or received for the pregnancy. This contract may not contain a pre-existing exclusion for pregnancy even if the previous health plan did not cover pregnancy.			Contract Pg _____ Comments COC Pg _____

	<i>Pregnancy Discrimination</i>	Title VII of the Civil Rights Act EEOC Compliance Manual	A plan may not unreasonably discriminate against pregnant women. <i>Unreasonable discrimination includes:</i> 1. Restricting travel during pregnancy including the 3 rd trimester. 2. Charging higher premium for care			Contract Pg _____ Comments
	<i>Unfair Practices</i>	RCW 49.60.040(3) WAC 162-30-020	If the group contract is being sold to an employer who directly or indirectly employs either eight or more persons, does it include full health insurance coverage, including benefits for pregnancy and childbirth?			COC Pg _____ Contract Pg _____ COC Pg _____
Mental Health Coverage		RCW 48.43.087 RCW 48.43.091 RCW 48.44.340 WAC 284-43-810	Group mental health coverage must provide: 1. Any one of four specified provider types may render treatment. 2. Treatment must be covered under U&C rates. Each provider type may have a separate U&C rate established. 3. A CMHA must have in place a plan for quality assurance and peer review, and be supervised by a physician 4. Carrier must comply with reporting requirements 5. Must be offered, effective January 1, 2006 , with lesser or the same copayment/coinsurance as other medical and surgical services offered. a. Must provide inpatient and outpatient services b. Do not need to provide care for substance abuse, life transition problems, SNF, home health, residential treatment, or custodial care, or court ordered unless medically necessary. c. RX – to same extent covered under health benefit portion of plan. d. Benefits may not be reduced below those established in plans prior to July 1, 2002. 6. The carrier can not prohibit the subscriber from contracting outside of the plan 7. The contract must contain the statement of "Mental Health Services & Your Rights" 8. Complies with guidelines for use of a perform utilization review 9. A Carrier must waive any mental health pre-authorization requirement for enrollees who are involuntarily committed to and subsequently treated in a state hospital			Contract Pg _____ Comments COC Pg _____
	<i>Mental Health Parity</i>	62 Fed Reg 66957 Dec 22, 1997	For large groups (51+) a carrier may not impose an aggregate lifetime or annual limit on mental health benefits if it does not include an aggregate lifetime or annual limit on any medical/surgical benefits or apply to less than one-third of all medical/surgical benefits. • Health plans are currently allowed to market covered mental health benefits with visit limitations.			Contract Pg _____ Comments COC Pg _____
Neurodevelopment Therapy		RCW 48.44.450	Does the contract provide benefits for neurodevelopment therapies? 1. Must provide benefits for children up to and including age six 2. Services covered must include physical, speech, and occupational therapies. 3. Benefits shall be provided to restore and improve function, and to prevent deterioration. 4. Benefits may be subject to annual or lifetime benefit limits. 5. NOTE: Testing for therapy is implied.			Contract Pg _____ Comments: COC Pg _____

Pharmacy	Contraceptive Care	WAC 284-43-822 AGO 2002No.5 <i>Erickson v. Bartell Drug Co.</i> , 141 F. Supp.2d 1266 (W.D. Wash. 2001)	1. It is unfair practice for any carrier to restrict, exclude, or reduce coverage on the basis of sex 2. Health plans which include Rx benefits shall not exclude coverage of prescription drugs and devices including associated medical services for prescribing, dispensing, delivery, distribution, administration and removal of contraceptive devices 3. Benefit waiting period may not be more restrictive than those required of other Rx benefits 4. Carrier may limit to closed formulary but it shall cover each required type 5. If excludes coverage for nonprescription drugs/devices it may also exclude for nonprescription drugs/devices 6. FDA approved Prescription Contraceptives shall include: Contraceptive Drugs, Barrier methods, and Emergency Contraception			Contract Pg _____ Comments:
	Benefit Mandate					COC Pg _____
	Disclosure (if offered)	RCW 48.44.465 WAC 284-30-450	1. Contracts that offer prescription drug coverage must: a. Upon request of (prospective) enrollee furnish information regarding drug formulary requirements b. A carrier cannot exclude a drug solely because of lack of FDA approval for the given use 2. An HCSC may not retract an issued authorization on a pharmacy claim.			Contract Pg _____ Comments: COC Pg _____
	Off Label Use of Drugs	WAC 284-30-450	All policies and contracts providing pharmacy coverage must provide coverage for FDA approved drugs that have many other beneficial uses as confirmed by other research studies, reference, compendium, or the Federal Government.			Contract Pg _____ Comments: COC Pg _____
	Pharmacy Services Statement of Right	WAC 284-43-815	Does the contract or certificate of coverage contain the "Your right to Safe and Effective Pharmacy Services" statement?			Contract Pg _____ Comments: COC Pg _____
	Prescription Drug Formulary	RCW 48.43.510 WAC 284-43-820	Does the contract or certificate of coverage contain an offer to provide a listing of covered benefits including prescription drugs, including a formulary and how a subscriber may be involved in decisions about benefits?			Contract Pg _____ Comments: COC Pg _____
	Terms	WAC 284-43-820	Does the contract or certificate of coverage contain definitions of terms including formulary, generic versus brand name, medical necessity or other coverage criteria including policies regarding drug coverage?			Contract Pg _____ Comments: COC Pg _____
PKU Mandated Benefit		RCW 48.44.440 WAC 284-44-450	Does the contract provide the formulas necessary for the treatment of PKU? 1. Exempt from pre-existing condition limitations 2. Dollar limits can not be more restrictive than those required of other disorders			Contract Pg _____ Comments: COC Pg _____
Provider Requirements	Continuation of Care Upon Provider Termination	RCW 48.43.515(7) WAC 284-43-251	Does the carrier allow an enrollee whose PCP contract is being terminated from the plan to continue care under the terms of the contract for at least sixty (60) days following notice of termination to the enrollee?			Contract Pg _____ Comments: COC Pg _____
	Access to Providers	RCW 48.43.515 WAC 284-43-251	Does the contract or certificate of coverage permit changing primary care providers at any time, becoming effective no later than the beginning of the month following the request?			Contract Pg _____ Comments:

	<i>(Managed Care Plans Only)</i>					COC Pg _____
	<i>Participating Provider Definition (when provided)</i>	RCW 48.44.010 WAC 284-43-320(2)(d)	<ol style="list-style-type: none"> The definition of "participating provider" must be consistent with the statutory and regulatory definitions. Definition can not contain language that conflicts with Provider Agreement requirements, including: <ol style="list-style-type: none"> Provider may not bill enrollee for covered services except for deductible, co-payments, or coinsurance. Missed appointment fees 			Contract Pg _____ Comments: COC Pg _____
	<i>Payment for Non-par Services</i>	RCW 48.44.026 T 2000-1	A health care service contract is not required to state to whom benefits will be paid. However, if it does include such a provision, that provision may not conflict with RCW 48.44.026			Contract Pg _____ Comments: COC Pg _____
	<i>Second Opinion</i>	RCW 48.43.515(6) WAC 284-43-251	Does the contract or certificate of coverage explain how to obtain a second opinion consultation? <ol style="list-style-type: none"> Enrollee may seek a second opinion regarding any medical diagnosis or treatment plan Enrollee will be able to choose from a list of qualified participating providers. 			Contract Pg _____ Comments: COC Pg _____
	<i>Specialist Standing Referral (Managed Care Plans Only)</i>	RCW 48.43.515 WAC 284-43-251	Does the contract or certificate of coverage explain that you may request a standing referral for specialist services if you have a complex or chronic medical condition?			Contract Pg _____ Comments: COC Pg _____
Reconstructive Surgery	<i>Congenital Anomalies</i>	RCW 48.44.212 WAC 284-52-070	Does the contract provide coverage from the moment of birth for a child afflicted with a congenital disease or anomaly?			Contract Pg _____ Comments:
	<i>Benefit Mandate</i>		<ol style="list-style-type: none"> Contract shall include benefits for Reconstructive Surgery Contract can't exclude benefits for incidents arising prior to plan coverage 			COC Pg _____
	<i>Mastectomy (Reconstructive Surgery)</i>	RCW 48.44.330 Women's Health & Cancer Rights Act of 1998	Does the contract provide benefits for reconstruction following a Mastectomy:			Contract Pg _____ Comments:
	<i>Benefit Mandate</i>		<ol style="list-style-type: none"> Benefit restrictions such as "initial surgery" and "complications" can not be used to limit coverage for any stage of treatment Surgery/reconstruction of the non-diseased breast to produce symmetrical appearance shall be included Prostheses & physical complication including Lymphedemas shall be covered 			COC Pg _____
Retrospective Denial		RCW 48.43.525 RCW 48.44.465	<ol style="list-style-type: none"> Carrier cannot retrospectively deny coverage for emergency and nonemergency care that had prior authorization under the plan's written policies at the time the care was rendered. Carrier may not deny pharmacy benefits already approved and obtained by member. 			Contract Pg _____ Comments: COC Pg _____
Service Outside the Plan Allowed		RCW 48.43.085	Does the contractual language allow for the enrollee to access services outside of the health plan?			Contract Pg _____ Comments:
<i>Managed Care Mandate</i>						COC Pg _____
Subrogation		WAC 284-44-040	If the contract includes a subrogation provision, does it:			Contract Pg _____

		OIC Bulletin 79-4 Great-West Life & Annuity Ins v. Knudson Thiringer v. American Motors Ins.	<ol style="list-style-type: none"> 1. Stipulate the Carrier is entitled only to excess after subscriber fully compensated 2. Inform the subscriber that Legal expenses can be apportioned equitably, whether or not recovery made 3. Have any provision which would inappropriately require full reimbursement for all medical expenses. 4. The contract cannot unreasonably restrict or delay the payment of benefits. Delays are not justified because the expenses incurred, or the services received, resulted from an act or omission of a third party. 			Comments: COC Pg _____
Timely Filing	Standard Master Contract	WAC 284-43-920	Be filed before being offered for sale to the public and within 30 days after the end of the 18 month approval period			Contract Pg _____ Comments:
	Negotiated Groups	WAC 284-43-920	Be filed within 30 working days of: <ol style="list-style-type: none"> a) Completion of Group Negotiation b) Premium Renewal Date 			Contract Pg _____ Comments: COC Pg _____
TMJ Mandated Group Offering		RCW 48.44.460 WAC 284-44-042	<ol style="list-style-type: none"> 1. Does Group Application contain mandatory offering? 2. If group accepts benefit: They must be offered \$1000 calendar yr. / \$5000 lifetime after deductibles, Co-pays, etc <ol style="list-style-type: none"> a. If group declines 1000/5000 may then negotiate benefit either up or down 3. Consider the scope of services, coinsurance, and pre-ex must be same as other common conditions 4. Must be offered on Dental Only Coverage 			Contract Pg _____ Comments: COC Pg _____
Unfair and Discriminatory Practices		RCW 48.44.110 RCW 48.44.120 RCW 48.44.140 RCW 48.44.220 HIPAA	<ol style="list-style-type: none"> 1. A carrier cannot deny coverage to any person on account of a sensory, mental, or physical handicap. 2. No person shall make, publish, or disseminate any false, deceptive, or misleading representation or advertising on behalf of a HCSC. Nor shall the terms of a contract be misrepresented. 			Contract Pg _____ Comments: COC Pg _____
	Non-discrimination Clause	45 CFR 146	Is the carrier's exclusion for specific disease, limitation or exclusion for a specific benefit, treatment or drugs applied uniformly to all similarly situated individuals, and not directed at individual participants or beneficiaries based on a health factor?			Contract Pg _____ Comments: COC Pg _____
Women's Direct Access		RCW 48.42.100 WAC 284-43-250 T 99-4	Women's health care language must allow for direct access, to all women's HC providers, for women's services. <ol style="list-style-type: none"> 1. MD, DO, ARNP and Midwife, provider-types shall be in the network and accessible to subscribers 2. May not require PCP prior referral 3. Can not impose discriminatory Cost sharing provisions 4. Subscriber shall be notified upon enrollment and yearly thereafter regarding direct access provision 			Contract Pg _____ Comments: COC Pg _____

SPECIFIC INDIVIDUAL MANDATES

10 Day Free Look		RCW 48.44.230	Does the contract provide a review period of no less than 10 days in which an individual may return the policy if not completely satisfied? 1. Notice may be provided on either the face sheet or by attachment 2. 10% penalty shall be paid if refund is not within 30 days			Contract Pg. _____ Comments:
Application	Federal definition of "eligible individual"	PHSA 2741(b) 45 CFR 148.103	Does the application include the following federal definition of an "eligible individual" for the purposes of excluding pre-existing conditions and giving credit for creditable coverage? 1. You have at least 18 months of creditable coverage without a significant break in coverage – a period of 63 or more days during all of which you had no coverage, and 2. Your most recent coverage must have been a group health plan and 3. You are not eligible for coverage under any other group health plan and 4. You are not eligible for Medicare or Medicaid and 5. You do not have other health insurance 6. You did not lose coverage for not paying the premiums or for fraud, and 7. You accepted and used up your COBRA continuation coverage.			Contract Pg. _____ Comments:
Cancellation Notice		RCW 48.44.260	A carrier must, upon written request, give a written explanation of their denial, non-renewal, or cancellation of coverage. 1. The explanation must set forth in simple language understandable to a person of average intelligence, education, reading ability			Contract Pg. _____ Comments:
Catastrophic Plans (Defined)		RCW 48.43.005(5) RCW 48.43.041(2)	Does contract meet definition of a catastrophic plan? 1. To be catastrophic, is it defined as deductible of over \$1,500 and out-of-pocket expenses of \$3,000; and if more than one person, a deductible of \$3,000 and an out-of-pocket expense maximum of \$5,000? 2. If filed under sub c, has to be limited and may only provide hospital inpatient and outpatient services, and excludes or substantially limits outpatient physician services and those services usually provided in an office setting. 3. If carrier sells in the group market, it must offer an individual comprehensive plan before offering a catastrophic plan.			Contract Pg. _____ Comments:
Comprehensive Plans (Defined)		RCW 48.43.041(1)	Does comprehensive plan include maternity and prescription drug benefits in order to qualify?			Contract Pg. _____ Comments:
Dependent Continuation in Case of Death		RCW 48.44.400	All contracts must contain a continuance provision for spouse and dependent coverage in the event of death or divorce of enrollee. 1. Coverage must continue under the same contract form, not under a conversion or other policy 2. No physical exam statement of health or other proof of insurability may be required			Contract Pg. _____ Comments:

Enrollment Requirements	Portability	RCW 48.43.015	Individual plans have a nine months pre-existing waiting period. The federal definition for eligible individual must be applied. Credit must be given for a prior group health benefits plan or individual health benefit plan, other than a catastrophic health and: (a) the benefits under the previous plan provide equivalent or greater overall benefit coverage than that provided in the health benefit plan the individual seeks to purchase (b) the person is seeking an individual health benefit plan due to his or her change of residence from one geographic area in Washington state where his or her current health plan is not offered if application for coverage is made within 90 days of relocation or The health care provider with whom he or she has an established care relationship and from whom he or she has received treatment within the past 12 month is no longer part of the carrier's provider network under his or her existing Washington individual health benefit plan, is part or another carriers next work and application is made within 90 days of the provider leaving the network.			Contract Pg. _____ Comments:
	Pre-existing Condition	RCW 48.43.012	Individual plans pre-ex shall not apply to prenatal care services Costs associated with delivery services are not considered to be part of prenatal/post care and may be excluded under this provision			Contract Pg. _____ Comments:
Guaranteed Renewability		RCW 48.43.038 WAC 284-43-720 WAC 284-43-730	All individual health plans must conform to Guaranteed Issue & Continuity of Coverage requirements 1. Carrier may not terminate enrollee due to failure of Provider-Patient ability to establish care relationship. 2. Enrollee may not be terminated for reasons other than those stipulated by law without benefit of Grievance Procedure protections.			Contract Pg. _____ Comments:
Pregnancy		RCW 48.43.012	Individual health plans may not require a pre-existing condition exclusion for pregnancy if the person is an "eligible individual" under the federal definition. Under state law pre-existing condition shall not apply to prenatal care services.			Contract Pg. _____ Comments:
Prescription Drug		RCW 48.43.041	All plans other than catastrophic shall include Rx benefits with at least a two thousand dollar benefit payable annually.			Contract Pg. _____ Comments:
Standard Health Questionnaire		RCW 48.43.018 Washington State Health Insurance Pool (WSHIP) https://www.wship.org/default.asp	Does the application clearly state the exceptions for individual who are not required to fill out the Standard Health Questionnaire? The exception are: 1. You have moved from one part of Washington State to another part of Washington State where your health plan is not offered. 2. Your doctor cannot treat you because they have stopped being a part of your Insurance Carrier's provider network for your individual health plan or; 3. You are applying for medical insurance because you have used up all the time on your Cobra. Note: Application should allow for applying for coverage within 90 days of expiration of existing Cobra. 4. Lost coverage under a conversion plan Note: newborns or a newly adopted child enrolled within 60 days of birth or adoption cannot be Health Screened.			Contract Pg. _____ Comments: